



**Montana Fish,
Wildlife & Parks**

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

Department of Fish, Wildlife & Parks
Purchasing Unit
930 West Custer Avenue
P. O. Box 200701
Helena, Montana 59620-0701
Phone: (406) 444-2428
Fax: (406) 443-5653

Company Name/Address: (correct any errors)

RFP No.: **RFP FWP #030032**

RFP Title: **RADIO CONTROLLED
CENTRAL IRRIGATION CONTROL
SYSTEM**

Pages: 1-26, ATTACHMENTS (B-C)

SEALED PROPOSALS will be accepted until **2:00 p.m.** on:
WEDNESDAY, OCTOBER 16, 2002

Issued by:
Mary Wiederhold, Purchasing Officer

**MARK FACE OF THE PROPOSAL ENVELOPE UNDER
YOUR RETURN ADDRESS WITH THE FOLLOWING:**

**RFP FWP #030032
10/16/02**

RETURN YOUR PROPOSAL TO:

Department of Fish, Wildlife & Parks
930 West Custer Avenue
P.O. Box 200701
Helena, MT 59620-0701

SPECIAL INSTRUCTIONS:

PLEASE COMPLETE

Delivery Date:

Payment Terms: **Net 30 Days**

Company Name/Address: (if different)

Phone: ()

Fax: ()

Offeror Name:
(please print)

Federal I.D.
No.:

Signature of
Offeror:

**IMPORTANT
SEE STANDARD TERMS & CONDITIONS**

Standard Terms and Conditions

By submitting a bid, proposal, or limited solicitation, or acceptance of a contract, the vendor agrees to the following binding provisions:

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Fish, Wildlife & Parks Purchasing Unit. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the Fish, Wildlife & Parks Purchasing Unit prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see www.discoveringmontana.com/doa/ppd under Reciprocal Preference.

REFERENCE TO CONTRACT: The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.state.mt.us/sos>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

REQUEST FOR PROPOSAL
FOR
A
RADIO CONTROLLED CENTRAL IRRIGATION CONTROL SYSTEM
FOR THE
MONTANA STATE CAPITOL COMPLEX
FOR THE STATE OF MONTANA

RFP # FWP #030032

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SCHEDULE OF EVENTS

<u>Event</u>	<u>Date</u>
RFP Released.....	September 10, 2002
Deadline for Receipt of Written Inquiries.....	September 24, 2002
Written Responses Distributed.....	October 1, 2002
Proposal Due Date.....	October 16, 2002

NOTICE

From the issuance date of this RFP until a Contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Mary Wiederhold the designated representative of Fish, Wildlife & Parks. Any unauthorized contact may disqualify the offeror from further consideration.

Contracts Officer: MARY WIEDERHOLD
Telephone Number: (406)495-3249
Fax Number: (406)495-3253
E-mail Address: MWIEDERHOLD@STATE.MT.US

SECTION 1

GENERAL INFORMATION

1.0 Introduction

The State of Montana, Department of Fish, Wildlife and Parks (hereinafter referred to as "the State") is pleased to invite you to submit a proposal for a radio controlled central irrigation control system for the Montana State Capitol complex located in Helena, Montana, specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

1.1 Request for Proposal Standard Information

This Request for Proposal is issued in accordance with section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the Request for Proposal, will be used.

1.1.1 Receipt of Proposals and Public Inspection

Upon receipt of proposals, all marked trade secrets and company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (see Section 1.1.7 "Claims to Keep Information Confidential" statement below). All remaining proposal materials will be available for public inspection and copying shortly after the deadline for submission of proposals. In addition, all meetings of the evaluation committee are open to the public for observation.

1.1.2 Initial Classification

All proposals will be initially classified as being "responsive" or "nonresponsive," according to ARM 2.5.602. If a proposal is found to be nonresponsive, it will not be considered further.

1.1.3 Evaluation

All responsive proposals will be evaluated based on stated evaluation criteria. Submitted proposals must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the State's RFP document.

1.1.4 Discussion/Negotiation

Although proposals may be accepted and a contract awarded without discussion, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal.

1.1.5 Best and Final Offer

The “Best and Final Offer” is an option available to the State under the RFP process which permits the State to request a “best and final offer” from one or more offerors. Offerors may be contacted asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.1.6 Award

Award will be made to the proposal offered by a responsive and responsible offeror which is determined to best meet the evaluation criteria and is therefore the one most advantageous to the State.

1.1.7 Claims to Keep Information Confidential

- (1) All information received in response to this RFP will be available for public inspection except for:
 - (a) trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA;
 - (b) matters involving individual safety as determined by the department;
 - (c) financial information requested by the department to establish offeror responsibility unless prior written consent has been given by the offeror, as set out in section 18-4-308, MCA; and
 - (d) other constitutional protections.
- (2) In order for an offeror to request that material be kept confidential as permitted in (1) (a) through (d), the following conditions must be met:
 - (a) Confidential information must be clearly marked and separated from the rest of the proposal.
 - (b) The proposal may not contain confidential material in the cost or price.
 - (c) An affidavit from an offeror’s legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, must be attached to each proposal containing trade secrets. Counsel must use the State of Montana “Affidavit for Trade Secret Confidentiality” in requesting the trade secret claim.

This affidavit form is available at the State Procurement Bureau’s website: <http://www.discoveringmontana.com/doa/gsd/css/Resources/Forms.asp> or by calling (406) 444-2575.

 - (d) Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.
- (3) Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted material.

1.2 Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.3 Preparing a Response

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the Department of Administration. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.3.1 Offerors shall promptly notify the State of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.3.2 Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to Fish, Wildlife & Parks by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

Questions for RFP# FWP #030032
Mary Wiederhold, Purchasing Officer
Fish, Wildlife & Parks
Purchasing Unit
PO Box 200701
Helena MT 59620-0701

1.3.2.1 Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. **An official written answer will be provided to all questions received by 2 p.m. (local time) on September 24, 2002.** Written questions received after the deadline may not be considered.

1.3.2.2 Responses to written questions will be posted on the Fish, Wildlife & Parks website at <http://www.fwp.state.mt.us/publicnotices/default.asp> on or before **October 1, 2002.**

1.3.3 Any interpretation, correction, or change to this RFP will be made by written Addendum. Interpretations, corrections or changes to this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, or changes.

1.3.4 Fish, Wildlife & Parks, Purchasing Unit, State of Montana will issue any necessary Addenda.

1.3.5 A point-by-point response to all numbered sections, subsections, and appendices must be submitted by each offeror in order to be considered for selection.

1.3.5.1 Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section.

If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

"(Offeror's Name)", understands and will comply.

Points may be subtracted for non-compliance with these specified proposal format requests. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

An offeror responding to a question with a response similar to, "Refer to our literature..." or "Please see www.....com" may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted to the State in the RFP response and not just referenced. Any references in an answer to another location in the RFP materials shall have specific page numbers and sections stated in the reference. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question. **(The Evaluation Team is not required to search through literature to find a response.)**

1.4 Submitting a Proposal

Offerors must submit one original and **(5)** copies to Fish, Wildlife & Parks. **Proposals must be received at the receptionist's desk of Fish, Wildlife & Parks prior to 2 p.m. local time, October 16, 2002. Proposals received after this time will not be accepted for consideration. Facsimile or electronic submissions are not acceptable. (See Section 1.2.)**

1.4.1 Each offeror who submits a proposal represents that:

1.4.1.1 The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.4.1.2 Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.4.1.3 All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

1.4.2 The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.4.3 A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.5 Rights Reserved

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award a contract. Upon a determination such actions would be in its best interests, the State in its sole discretion reserves the right to:

- (a) waive any formality;
- (b) cancel or terminate this RFP;
- (c) reject any or all proposals received in response to this document;
- (d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- (e) not award, or if awarded, terminate any contract if the State determines adequate state funds are not available.

1.6 Offeror Interview / Product Demonstration

After receipt of all proposals and prior to the determination of the award, respondents may be required to make an oral presentation and product demonstration in Helena, Montana, to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

1.7 Subcontracting

The successful offeror will be the prime contractor and shall be responsible, in total, for all work of any subcontractors. All subcontractors must be listed in the proposal. The State reserves the right to approve all subcontractors.

1.7.1 The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.8 General Insurance Requirements

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its

officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, employees, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificates of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's purchase order number or contract number. This insurance must be maintained for the duration of the contract. Fish, Wildlife & Parks, P.O. Box 200701, Helena, MT 59620-0701, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

1.9 Compliance with Workers' Compensation Act

The Contractor is required to supply Fish, Wildlife & Parks with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by Fish, Wildlife & Parks, P.O. Box 200701, Helena, MT 59620-0701, within 10 working days of the Request for Documents Notice.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An independent contractor's exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

1.10 Compliance with Laws

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

1.11 Offeror Competition

The State encourages free and open competition among offerors. Whenever possible, specifications, proposal requests, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services.

1.11.1 The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.12 Contract Provisions and Terms

1.12.1 This RFP and any addenda, the offeror's response including any amendments, any best and final offers, any clarification question responses, and any negotiations shall be included in any resulting contract. Appendix A contains the contract terms and conditions which will form the basis of any contract between the State and the successful offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern.

1.12.2 Offerors should notify the State of any terms within the sample contract that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written inquiries.

1.12.3 The contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard

1.12.4 The contract term will begin at the signing of the contract and end after the radio controlled central irrigation control system is installed and in full operation. Full installation and operation should not exceed 6 months from start of contract.

SECTION 2

SCOPE OF PROJECT

2.0 Overview

The State of Montana, Department of Fish, Wildlife and Parks (hereinafter referred to as “the State”) is pleased to invite you to submit a proposal for a radio controlled central irrigation control system for the Montana State Capitol complex located in Helena, Montana, specified herein.

The Montana State Capitol Complex comprises an area of approximately 67 acres in Helena, Montana. The Department of Fish, Wildlife and Parks (FWP) is responsible for the design, care and maintenance of all landscaping and other site elements within the Capitol Complex and associated outlying areas.

The majority of the landscaped areas of the Complex are irrigated by existing underground automatic irrigation systems. Irrigation water for the grounds immediately surrounding the Montana State Capitol Building is provided by an independent, on-site well. All other areas are connected to the City of Helena culinary water system. In an effort to better utilize the available water resources and to increase efficiency of maintenance personnel, the State is seeking proposals to provide a radio controlled central irrigation control system for existing, and future, irrigation systems at the Capitol Complex.

The scope of the current project shall include the purchase and installation of a radio controlled central irrigation controlling unit and all related communication devices. **Contractor will be expected to test and verify the quality of the system.** Modification or replacement of existing field controllers shall be limited to the State Capitol block and the area surrounding the Metcalf Building (**see Capitol Complex Map – Appendix B**) at this phase of the project. Remaining controllers will be upgraded and added to the radio controlled central control system in the future as funding allows.

Proposals shall include costs for three levels of development: Level 1 (Radio controlled central irrigation control system including all required modifications to connect existing controllers on the Capitol block). Level 2 (Radio controlled central irrigation control system including all required modifications to connect existing controllers on the Capitol block and the Metcalf Building). Level 3 (Radio controlled central irrigation control system including all required modifications to connect existing controllers on the entire Capitol Complex).

2.1 General Requirements

The proposed system shall include the following minimum characteristics:

2.1.1 Hardware Requirements

1. Radio controlled central control unit to be installed in the office of the Capitol Grounds Maintenance Supervisor.
2. Remote communication to existing and future controller locations on State properties in Helena shall be provided with minimal required infrastructure improvements.
3. Central system shall be accessible to authorized maintenance personnel from remote locations via two-way radio. System shall allow field staff to start, stop and interrupt

- controller functions from remote field locations for routine maintenance, system adjustment, and annual shut-down and start-up procedures.
4. There are currently 28 controllers (**see Capitol Complex Irrigation Controllers List – Appendix C**) on the Capitol Complex and related buildings in outlying areas. Compatibility with existing controllers, flow sensing equipment, and other hardware shall be considered in the evaluation of any proposed system.
 5. System shall include electrical surge protection on all incorporated hardware devices
 6. A minimum of three (3) hand held radios must be provided.

2.1.2 Software Requirements

1. System software shall provide satellite controller programming and monitoring from a central location. Minimum system control features shall include:
 - a. User-friendly interface. For users with moderate computer skills and a solid understanding of irrigation system management
 - b. Central scheduling of station days, times, and cycles.
 - c. Optimization of available water supply, pump operation, and time of day (water window optimization).
 - d. On-site rain gauge interface with automatic rain delay and schedule override.
 - e. Flow sensor interface to monitor valve or mainline malfunctions, including alarm message, system interruption and pump relay control at Capitol Square.
 - f. Manual control of individual stations from central system or field controllers.
 - g. Printable reports of water usage, system interruptions and individual station programs.
2. System shall provide redundant data storage and retrieval of station programming.
3. System shall provide for future addition of on-site, or other, weather station data acquisition and utilization.

2.1.3 System Installation

1. Offeror shall define certification requirements for system installers. Installation and certification costs shall be included in the evaluation criteria.
2. Installation of system components may be completed by:
 - a. FWP personnel, trained and certified by offeror, with training expenses borne by offeror.
 - b. Certified independent contractors.
 - c. Certified offeror staff.

2.1.4 Operator Training and Technical Support

1. Offeror shall provide adequate training to appropriate maintenance personnel in the daily operations and maintenance of the system hardware and software.
2. Offeror shall provide long-term technical support to appropriate maintenance personnel in the daily operations and maintenance of the system hardware and software. Terms and extent of technical support shall be considered in the evaluation of any proposed system.

2.1.5 Warranty

1. A minimum of one year operation warranty is required.

2.1.6 Documentation:

Contractor must provide complete documentation of the delivered system.

SECTION 3

OFFEROR QUALIFICATIONS

- 3.0** The State may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.
- 3.1** The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that offeror is properly qualified to carry out the obligations of the contract.
- 3.2** In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the State. **(Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal.)**
- 3.2.1 References.** Offeror shall provide a minimum of five customer references that are using services of the type proposed in this RFP. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.
- 3.2.2 Company Qualifications.** Offeror should provide a detailed description of its professional qualifications to provide and install the requested irrigation control system, including number of years in business and related experience.
- 3.2.3 System Requirements.** Offeror should provide a breakdown of requirements for the radio controlled central irrigation control system to include the following **along with a comprehensive work plan for installation of the system:**
- Hardware Requirements, as detailed in Section 2.1.1;
Software Requirements, as detailed in Section 2.1.2; and
System Installation, as detailed in Section 2.1.3.
- 3.2.5 Operator Training and Technical Support.** Offeror should provide information as to how it will provide the operator training and technical support required for the irrigation system as detailed in Section 2.1.4.
- 3.2.6 Warranty.** Offeror should provide details of the one-year operational warranty as required by Section 2.1.5.

SECTION 4

COST PROPOSAL

- 4.0 The State has allocated approximately \$22,000 to initiate the radio controlled central irrigation control system project. The system will be expanded as additional funding becomes available.
- 4.1 Offeror must provide a list of the hardware, software, and installation requirements and project costs for **each of the three levels of the project** as detailed in Section 2.0, Overview. Each of the levels will be evaluated individually for each proposal.

SECTION 5

EVALUATION CRITERIA

5.0 Evaluation Procedure

- 5.0.1** The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 5.0.2** Any proposal that fails to achieve a passing score for any part/section for which a passing score is indicated will be disqualified from further consideration.
- 5.0.3** The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek discussion/negotiation or a best and final offer before awarding a contract. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered and will have no bearing on any award.

5.1 Evaluation Criteria

Based on a **maximum possible value of 320 points**, the evaluation committee will review and evaluate the submitted proposals according to the following criteria:

Category	Points
Section 3.2.1 – References (Pass/Fail)	P/F
1. References submitted.	
Section 3.2.2 – Company Qualifications (25 possible points)	
1. Number of years in business.	15
2. Experience in installing irrigation control systems.	10
Section 3.2.3 – Hardware Requirements (50 possible points)	
1. Central control unit installation.	10
2. Minimal infrastructure requirements.	10
3. Remote access to controller functions.	20
4. Compatibility with existing system hardware.	10
Section 3.2.4 -- Software Requirements (75 possible points)	
1. User-friendly interface.	5
2. Central system scheduling.	20
3. Water window optimization.	10
4. Rain gauge interface.	10
5. Flow sensor interface.	10
6. Manual control of individual stations.	10
7. Redundant data storage.	5
8. Future weather station interface.	5
Section 2.1.3 -- System Installation (50 possible points)	
1. Certification Requirements Detailed	20
2. Certified Installers or Certification Training Provided	30

Section 2.1.4 -- Operator Training and Technical Support (30 possible points)	
1. Daily operation training.	5
2. Routine maintenance training.	5
3. Long term technical support.	20
Section 2.1.5 Warranty (Pass/Fail)	P/F
1. One-year warranty information provided.	
Section 4.0 Cost Proposal (90 possible points) (see below)	
1. Level 1 costs	30
2. Level 2 costs	30
3. Level 3 costs	30

Offerors shall include costs for three levels of development: Level 1 (Radio controlled central irrigation control system including all required modifications to connect existing controllers on the Capitol block). Level 2 (Radio controlled central irrigation control system including all required modifications to connect existing controllers on the Capitol block and the Metcalf Building). Level 3 (Radio controlled central irrigation control system including all required modifications to connect existing controllers on the entire Capitol Complex).

The offeror submitting the lowest overall cost for each Level will receive the maximum 30 allotted points for that Level. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

Example:

X = the proposal being scored

Y = the lowest responsive proposal

$Y/X \times 30$ = score for this Level

The lowest responsive proposal = \$5,000

The proposal being scored = \$8,000

$5,000/8,000 \times 30 = 19$

APPENDIX A

SAMPLE CONTRACT

1. Parties
2. Effective Date, Duration
3. Services and/or Supplies
4. Consideration/Payment
5. Access and Retention of Records
6. Assignment, Transfer and Subcontracting
7. Hold Harmless/Indemnification
8. Insurance
9. Compliance with Workers' Compensation Act
10. Intellectual Property
11. Compliance with Laws
12. Contract Termination
13. Contract Enforcement
14. Liaison and Service of Notices
15. Meetings
16. Choice of Law and Venue
17. Scope, Amendment and Interpretation
18. Execution

RADIO CONTROLLED CENTRAL IRRIGATION CONTROL SYSTEM

(insert date), 200()

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana (insert agency name), (hereinafter referred to as “the State”), whose address and phone number are (insert address), (insert phone number) and (insert name of contractor), (hereinafter referred to as the “Contractor”), whose nine digit Federal ID Number, address and phone number are (insert federal id number), (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

- (a) The contract term will begin at the signing of the contract and end after the radio controlled central irrigation control system is installed and in full operation. Full installation and operation should not exceed **6** months from start of contract.

3. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following (insert supplies, services, etc.).

4. CONSIDERATION/PAYMENT

- (a) In consideration for the (insert supplies or services) to be provided, the State shall pay according to the following schedule: Scheduled payments will be contingent upon the completeness and quality deliverables from the contractor. (insert pay schedule).

- (b) The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

5. ACCESS AND RETENTION OF RECORDS

- (a) The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

- (b) The Contractor agrees to create and retain records supporting the (insert services rendered or supplies provided) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.)

7. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

8. INSURANCE

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by Fish, Wildlife & Parks, P.O. Box 200701, Helena, MT 59620-0701. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to Fish, Wildlife & Parks, P.O. Box 200701, Helena, MT 59620-0701, upon expiration.

10. INTELLECTUAL PROPERTY

(a) All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The Contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of this contract.

(b) The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. CONTRACT TERMINATION

(a) The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

(b) The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

13. CONTRACT ENFORCEMENT

The contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard

14. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison who will provide the

single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

_____ will be the liaison for the State.

(Address)
(City, State, ZIP)
(Telephone #)
(Fax #)

_____ will be the liaison for the Contractor.

(Address)
(City, State, ZIP)
(Telephone #)
(Fax #)

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

15. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

16. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

17. SCOPE, AMENDMENT AND INTERPRETATION

(a) This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP #**(insert RFP number)** as amended and the Contractor's response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

18. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

MONTANA DEPARTMENT OF

CONTRACTOR'S NAME

ADDRESS

CITY, STATE, ZIP

FEDERAL ID #

BY: _____
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

Approved as to legal content:

Legal Counsel (Date)
Department of _____

Reviewed and Approved by:
Information Technology Services Division
Montana Department of Administration,
per MCA 2-17-512:

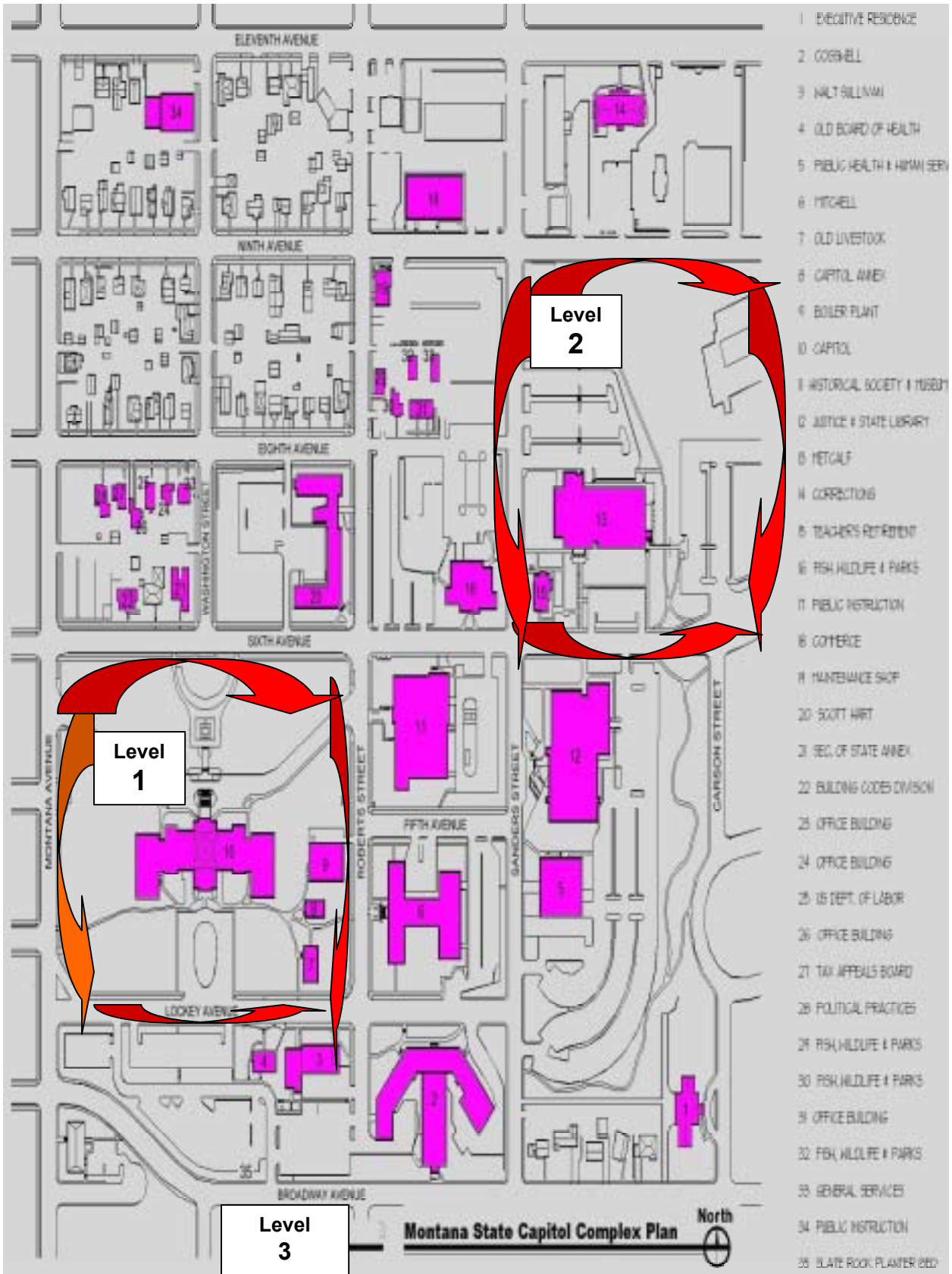
Chief Information Officer (CIO) Date:

Duly Authorized

Approved as to form:

Contracts Officer (Date)
Fish, Wildlife & Parks

APPENDIX B



APPENDIX C
Capitol Complex Irrigation Controllers

Number	Building	Brand Name	Model	Stations
1	Executive Residence	Rain Bird	ESP 16 LX	16
2	Cogswell	Rain Bird	ESP 12i	12
	Cogswell	Rain Bird	ESP 12i	12
3	Walt Sullivan	Hardie	RD 1200	12
4	Old Board of Health	Hardie	Hydro Rain	6
5	DPHHS	Rain Bird	ESP 16 LX Plus	16
6	Mitchell	Rain Bird	ESP 24 MC	24
10	Capitol	Rain Bird	ESP 40 SAT 2W	40
11	State Museum	Rain Bird	ESP 32 MC	32
12	Justice & State Library	Rain Bird	RC 1260	12
13	Metcalf	Weathermatic	RM 22	22
	Metcalf	Weathermatic	RM 18	18
14	Corrections	Rain Bird	ESP 8 LX Plus	8
15	Teachers Retirement	Rain Bird	RC 7C	7
16	Fish, Wildlife & Parks	Rain Bird	RC 23 Bi	23
17	Office of Public Instruction (1300 Block)	Toro	Greenskeeper	4
18	Commerce	Rain Bird	ESP 6 Si	6
19	Fish, Wildlife & Parks Grounds Maintenance Shop	Rain Bird	ESP 12 LX Plus	12
20	Scott Hart	Hardie	RD 1200	12
22	Building Codes	Rain Bird	ESP 12 LX Plus	12
32	Old FWP Grounds Maintenance Shop	Rain Bird	ESP 12 LX Plus	12
34	Office of Public Instruction (1200 Block)	Rain Bird	ESP 4 Si	4
35	Slate Rock Planter	Rain Bird	ESP 12i	12
Off Site	Old Governors Mansion	Rain Bird	ESP 12 LX Plus	12
	New Liquor Warehouse	Hunter	SRC	6
	Publications and Graphics			